

<p style="text-align: center;"><b>Request for Qualifications</b> <b>Cabarrus County Schools &amp; Kannapolis City Schools</b> <b>(Professional Surveying)</b> <b>September 11, 2015</b></p>
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The Facilities Management Department (FMD), serving Cabarrus County Schools (CCS) and Kannapolis City Schools (KCS), and the Construction Department serving CCS are requesting responses from professional land surveying firms interested in providing professional surveying services, as needed, during the timeframe of August, 2015 through June, 2017. Surveying needs will be limited to properties located within Cabarrus County and portions of Rowan County, North Carolina. Professional surveying firms should have experience in large commercial, industrial and/or governmental type projects. This Request for Qualifications (RFQ) consists of the following parts:

- I** Summary of Projects
- II** Selection Schedule
- III** Contact
- IV** Summary Proposal Content
- V** Summary Evaluation

Exhibits:

- Exhibit A: Consultant Information Form
- Exhibit B: Prior Related Experience Form
- Exhibit C: MWBE Questionnaire - Identification of Minority Business Participation
- Exhibit D: Cabarrus County Schools' standard Attachment One to Purchase Order Terms and Conditions for Services Project, revision date 03/03/2013

It is the intent of this solicitation process to fully comply with NCGC § 143-64.31 - Procurement of Architectural, Engineering, and Surveying Services, to announce all requirements for architectural and engineering services, to select firms qualified to provide such services on the basis of demonstrated competence and qualification for the type of professional services required without regard to fee other than unit price information at this stage, and thereafter to negotiate a contract for those services at a fair and reasonable fee with the best qualified firm. If a contract cannot be negotiated with the best qualified firm, FMD (for CCS/KCS) shall terminate negotiations with that firm and initiate negotiations with the next best qualified firm. Selection of a firm shall include the use of good faith efforts by FMD to notify minority firms of the opportunity to submit qualifications for consideration by CCS/KCS. FMD (for CCS/KCS) reserves the right to waive technicalities and informalities and, at its sole discretion, to reject any and all responses to the RFQ.

## I SUMMARY OF PROJECTS

Anticipated professional survey work will include, but not be limited to, topographic, boundary, setback identification, storm sewer/sanitary sewer/water system locations and invert elevations, structure locations, utility sizing and locations, tree size and identification, location and identification of road rights of way and any apparent utility easements, and any necessary recordation of land surveys as is consistent with and required by the laws of North Carolina.

The professional survey firm will produce necessary surveys in electronic format to include: AutoCAD 2014 or later releases.

## II SELECTION SCHEDULE

**Official responses to the RFQ will be due at 2:00 p.m. on September 30, 2015.**

This RFQ package was made available to be picked up at the reception desk at Cabarrus County School Education Center 4425 Old Airport Road, Concord, N.C., and was available electronically via the CCS website beginning at **1:00 pm, September 14, 2015.**

Though interviews are not anticipated, FMD (for CCS/KCS), at its sole discretion, may determine that it wants to short list and/or interview firms. No single firm is anticipated to be selected to perform all the survey related work that may come up during the specified time period and selections may occur at the time the service is required. After selection of a firm, the scope of work and negotiations will begin immediately.

## III CONTACT

Firms interested in submitting a proposal are requested to submit it to the attention of:

Charles Taylor  
Director of Facilities Management  
Cabarrus School System  
4425 Old Airport Road  
Concord, NC 28025  
(T) 704.262.6193  
(F) 704.262.6244  
*[charles.taylor3@cabarrus.k12.nc.us](mailto:charles.taylor3@cabarrus.k12.nc.us)*

## IV SUMMARY PROPOSAL CONTENT

Proposals should include (at a minimum) the following:

1. History of the firm.
2. Qualifications of the firm (Submit completed Consultant Information Form – **Exhibit A**).
3. Management and Staffing - Include brief resumes which list the qualifications and experience of key personnel from the firm designated to perform the above listed work. Include the current registration of the project team's professional surveyor within the State of North Carolina.
4. Prior Related Experience - Briefly describe school specific land surveying experience of the firm including a contact person and telephone number for referenced projects. Please use the Prior Related Experience Form set out as **Exhibit B**. Limit total of four (4) pages for Exhibit B.
5. Specific project needs may provide sub-consultant opportunities. At this time, those opportunities are not known. Please provide the DBE status of your firm. At the time of selection, once the scope of work is known, the selected firm will provide a completed MWBE Questionnaire - **Exhibit C** as an amendment to their response.
6. Limit responses to four (4) pages (not inclusive of Exhibits A - C) and be typed on 8 ½"x11" sheets, single spaced, one sided. Proposals containing more than four (4), one sided pages may not be considered. Exhibits A – C may be double sided as noted in their respective sections. Provide (one) 1 electronic copy (CD, flash drive or PDF). Non-PDF submissions shall utilize Microsoft Office Word 2010 (or earlier version).
7. Acceptability of Owner's standard Purchase Order Amendment. Identification of all non-fee related terms in Cabarrus County Schools' standard Attachment One to Purchase Order Terms and Conditions for Services Project, revision date 03/03/2013 (**Exhibit D**) to which the firm takes issue or will require further negotiation discussions prior to contract execution. If, and to the extent, the submitting firm will not accept any of the terms and conditions set out in the Owner's standard Purchase Order Amendment attached to this RFQ, the submitting firm must provide in writing a list of each of the terms to which it takes issue with an explanation of the objection and any proposed modification. To the extent submitting firm does not list any such terms in its written RFQ submission, the submitting firm represents that it will accept all of the terms and conditions set out in the Owner's standard Purchase Order Amendment except for the fee related terms pending negotiations.

## V SUMMARY EVALUATION

The Review will be a qualifications-based process to select the most qualified respondent. A weighted scoring system will be used as a tool to evaluate proposals on the following criteria:

- **Professional Qualifications (50%)** – The professional qualifications, including the education, certifications, and licensures, and special abilities and experience of the team members to be assigned to the project to perform the necessary services as they relate to the design and construction of civil and building projects of school type facilities. Resumes should be concise and relevant to the project. An organizational chart of key personnel to be assigned to the project by discipline is required.
- **Performance and Relationships (40%)** – The performance of the firm, its subconsultants, and team members on previous school projects in North Carolina, as relevant to the execution of this project.
- **Acceptability of Owner's standard Purchase Order Amendment (10%)**

Submittals that are incomplete or lacking in the required elements will be disqualified. The cumulative total of all scores will determine the most qualified firm(s) for the project(s).

## **EXHIBIT A**

### **Consultant Information Form**

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

**SUBMITTED BY:**

**NAME:**

**ADDRESS:**

**PRINCIPAL OFFICE:**

☐ Corporation

☐ Partnership

☐ Limited Liability Company

☐ Joint Venture

☐ Other

**NAME OF PROJECT:** Professional Surveying Services, as needed, for the term August 2015 – June 2017.

**§ 1 ORGANIZATION**

**§ 1.1** How many years has your organization been in business as a Professional Surveyor?

**§ 1.2** How many years has your organization been in business under its present business name?

**§ 1.2.1** Under what other or former names has your organization operated?

**§ 1.3** If your organization is a corporation, answer the following:

**§ 1.3.1** Date of incorporation:

**§ 1.3.2** State of incorporation:

**§ 1.3.3** President's name:

**§ 1.3.4** Vice-president's name(s) :

**§ 1.3.5** Secretary's name:

**§ 1.3.6** Treasurer's name:

**§ 1.4** If your organization is a partnership, answer the following:

**§ 1.4.1** Date of organization:

**§ 1.4.2** Type of partnership (if applicable):

**§ 1.4.3** Name(s) of general partner(s):

**§ 1.5** If your organization is individually owned, answer the following:

**§ 1.5.1** Date of organization:

**§ 1.5.2** Name of owner:

**§ 1.6** If the form of your organization is other than those listed above, describe it and name the principals:

**§ 2 LICENSING**

**§ 2.1** List jurisdictions in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

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**§ 3 EXPERIENCE**

**§ 3.1** List the categories of professional design services that your organization normally performs with its own forces.

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**§ 3.2** Claims and Suits. (If the answer to any of the questions below is yes, please attach details – Caption name, name of parties, date, amount at issue, nature of dispute and final disposition.)

**§ 3.2.1** Has your organization ever failed to complete a project to which it was under contract?

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**§ 3.2.2** Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

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**§ 3.2.3** Has your organization, as a plaintiff or defendant, been a party to any law suits or arbitration with regard to design or construction contracts within the last five years?

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**§ 3.2.4** Has your organization, as a claimant or respondent, participated in any mediation settlement conferences as a party with regard to design or construction contracts within the last five years?

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**§ 3.3** Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a design or construction contract? (If the answer is yes, please attach details.)

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**§ 3.4** On one separate sheet (front and back if necessary), list major survey related projects your organization has in progress, giving the name of project, owner, contractor, contract amount, percent complete and scheduled completion date.

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**§ 3.5** On one separate sheet (front and back if necessary), list the major projects your organization has surveyed in the past five years, giving the name of project, owner, contractor, contract amount, and date of completion.

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**§ 5 INSURANCE**

**§ 5.1** Professional liability insurance carrier:

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§ 5.2 Professional liability insurance coverage amount: \_\_\_\_\_, on the basis of  
[ ] Claims made  
[ ] Occurrence

§ 5.3 Have any claims been made under your professional liability insurance policy during the current reporting period? If so, explain: \_\_\_\_\_

**§ 6 SIGNATURE**

§ 6.1 Dated at this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Name of Organization:

By: \_\_\_\_\_

Title: \_\_\_\_\_

**§ 6.2 NOTARIZATION**

\_\_\_\_\_, being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## **EXHIBIT B**

### **Prior School Related Experience Form**

Cabarrus County Schools Facilities Management Department

Name of Firm \_\_\_\_\_ Principal Name \_\_\_\_\_

Address \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Please complete requested information for the most recent **Schools** that you have provided design consultation services within the past two to five years. Use one form for each project.

**Project No.** \_\_\_\_\_

Name & Address of School: \_\_\_\_\_

\_\_\_\_\_

School Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

Year project was bid: \_\_\_\_\_ Year project completed: \_\_\_\_\_

Type of consulting services provided:

\_\_\_\_\_

Comments regarding this particular project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**Project No.** \_\_\_\_\_

Name & Address of School: \_\_\_\_\_

\_\_\_\_\_

School Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

Year project was bid: \_\_\_\_\_ Year project of completed: \_\_\_\_\_

Type of consulting services provided:

\_\_\_\_\_

Comments regarding this particular project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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**Project No.** \_\_\_\_\_

Name & Address of School: \_\_\_\_\_

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School Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

Year project was bid: \_\_\_\_\_ Year project of completed: \_\_\_\_\_

Type of consulting services provided:

\_\_\_\_\_

Comments regarding this particular project: \_\_\_\_\_

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**Project No.** \_\_\_\_\_

Name & Address of School: \_\_\_\_\_

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School Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

Year project was bid: \_\_\_\_\_ Year project of completed: \_\_\_\_\_

Type of consulting services provided:

\_\_\_\_\_

Comments regarding this particular project: \_\_\_\_\_

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***This form must be included in each information packet.  
Copy as needed. Photos may be included.***

**EXHIBIT C**

**MWBE Questionnaire**

**IDENTIFICATION OF MINORITY BUSINESS PARTICIPATION  
Cabarrus County Schools**

I \_\_\_\_\_,

(Name of Proposer)

do hereby certify that on this project, we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work type	*Minority Category

\*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**)  
American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

The total value of minority business contracting may be approximately (\$) \_\_\_\_\_.  
Or,

Please declare if all work will be self-performed \_\_\_\_\_  
(signature of authorized agent)

## EXHIBIT D

# Cabarrus County Schools' standard Attachment One to Purchase Order Terms and Conditions for Services Project, revision date 03/03/2013



### Attachment One to Purchase Order No. [ ] Terms and Conditions

### Services Project

The owner is Cabarrus County Schools ("Owner") and the vendor is as identified on the Purchase Order ("Vendor"), providing services as set out in this Purchase Order. The Vendor agrees that the following Terms and Conditions shall be applicable to the Purchase Order.

1. **Independent Contractor.** Vendor shall be an independent Contractor in all its activities pursuant to this Purchase Order. Vendor is not to be considered Owner's employee or agent for any purpose including, but not limited to, the accrual of any employee benefits.
2. **Scope of Services.** Vendor will furnish all services required to complete the services ("Services") described in the Purchase Order. All Services shall conform to the best standard practice for the type of services involved and where care, skill and precision are required. Vendor shall exercise due diligence and take all reasonable precautions in performance of the Services.
3. **Time.** Time is of the essence of this Purchase Order.
4. **Payment for Services.** Vendor warrants that upon receipt of payment by Owner, all Services shall be free and clear of claims, security interests, purported liens or other encumbrances adverse to Owner's interests. If any such purported liens are filed, Vendor shall cause such liens and claims to be satisfied, removed or discharged at its own expense by bond, payment or otherwise within 10 days from date of notice.
5. **Licenses.** Vendor represents and warrants that it is and will remain properly licensed at all times in the performance of Services.
6. **Compliance with Laws.** Vendor shall perform its responsibilities under this Purchase Order in compliance with all applicable codes, laws and regulations and standards applicable to the Services. Vendor also shall comply with all rules and policies of Owner. Vendor must conduct an annual check of the State Sex Offender and Public Protection Program and State Sexually Violent Predator Registration Program on all employees who may be sent to perform tasks on or deliver products to Project property. No employee who has been convicted of any sexually violent offense or any offense in which the victim was under the age of 16 years at the time of the offense may be on Project property at any time for any reason.
7. **Insurance.** The Vendor shall provide to Owner certificates of insurance evidencing the following insurance: (a) commercial general liability with limits of not less than \$2,000,000 per occurrence and in the aggregate; (b) automobile liability with coverage for owned, hired, and non-owned automobiles, with limits of not less than \$1,000,000; (c) workers' compensation as required by statute, including employer's liability coverage, and (d) professional liability coverage with policy limits the greater of the full amount maintained under the Vendor's practice policy, or Two Million Dollars (\$2,000,000.00) per claim and in the aggregate, to be maintained for three (3) years after final payment to the Vendor. Owner shall be named as an additional insured under Vendor's commercial general and automobile liability insurance.
8. **Indemnity.** Vendor shall indemnify and hold harmless the Owner from and against any loss, cost, damages or expense, including attorneys' fees, arising out of Vendor's performance of this Purchase Order.
9. **Termination. Default Termination.** If Vendor fails or refuses to supply sufficient and properly skilled labor or services, or fails in any respect to diligently prosecute the Services, or otherwise is in default or breach of any term of this Purchase Order, Owner may terminate this Purchase Order upon 24 hours' written notice. In the event

of such termination, Vendor immediately will stop performance of Services and remove its employees from Owner's property. Owner may complete the Services in whatever way it determines best, and at completion of the Services shall pay Vendor for the value of the Services performed by Vendor (excluding profit) but unpaid prior to termination, less any costs incurred by Owner to correct any deficiencies or defects attributable to Vendor's Services. **Termination for Convenience.** Owner may terminate this Purchase Order at any time by written notice to Vendor. Such termination shall be effective in the manner specified in such written notice. Upon termination for convenience, Owner will pay Vendor for Services performed to date of termination. Vendor shall accept such payment in full and final payment and shall make no claim of any kind against Owner, including but not limited to any claim for any additional payment.

10. **Dispute Resolution.** Any disputes arising in connection with the Purchase Order shall first be submitted to mediation. At the sole option of the Owner, disputes not settled in mediation shall be resolved by private adjudication conducted pursuant to the Construction Industry Arbitration Rules issued by the American Arbitration Association then in effect, and shall be held in Cabarrus County, NC.

11. **No Waiver.** The Owner's not insisting upon strict compliance with any of the provisions of the Purchase Order, or not exercising any of its options provided herein, shall not be construed as a waiver of its right thereafter to require such compliance or to exercise any such options.

12. **Assignment.** Neither this Purchase Order, nor any payments to be earned pursuant to this Purchase Order, may be assigned by Vendor without the prior written consent of the Owner.

13. **Patents and Copyright.** In the event any article, service, or process sold, delivered and/or performed hereunder shall be covered by any patent, copyright, or application for either, Vendor will indemnify and save harmless the Owner from any and all loss, cost or expenses on account of any and all claims, suits, or judgments on account of the sale of such article or the use of service or process in violation of copyright, or application for either rights under such patent, copyright or application for either.

14. **Strict compliance.** Owner may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice or course of dealing to the contrary.

15. **Rules of construction.** Notwithstanding any language to the contrary, the Terms and Conditions as stated in this Purchase Order govern in the event of conflict with any terms of Vendor's proposal, and are not subject to change by reason of any written or verbal statements by Vendor or by any terms stated in Vendor's acknowledgement unless same be accepted in writing by the Owner.

16. **Law of Purchase Order.** This Purchase Order shall be governed and interpreted pursuant to the Laws of the State of North Carolina. Any legal actions arising from default of this contract shall be brought only in the County of Cabarrus, State of North Carolina.

End of Attachment One to Purchase Order